



## ATTACHMENT A

### PERFORMANCE-BASED INCENTIVE PAYMENTS

(Effective as of April 1, 2007)

#### A. PERFORMANCE-BASED INCENTIVE PAYMENTS

In addition to the applicable Rate(s) set forth in Exhibit 4.a.(i), Contractor, during Q2-Q4 2007 (the "Program Period"), shall be eligible to receive up to two (2) separately calculated additional payments (the "Incentive Payment") based on DIRECTV's calculation of Contractor's (i) compliance (per DMA) with the Productivity Incentive Metric as set forth below and (ii) pass rate of customer satisfaction results (Tracker Study blended score) as set forth below. The calculation with respect to any Incentive Payment earned by Contractor shall be performed by DIRECTV on a monthly basis using the data collected in the prior month; provided, however, that payment of any such aggregate monthly Incentive Payment shall be made by DIRECTV to Contractor approximately sixty (60) days from the last day of the applicable month.

I. **PRODUCTIVITY INCENTIVE METRIC - PROVIDED THAT** Contractor is not in breach of any material obligation under the Agreement and meets or exceeds each of the following Minimum Performance Standards, other than where excepted as specifically identified by DIRECTV in writing, on a per DMA basis:

1. **Service Calls within sixty (60) days of prior visit:** Closed Service Call Work Orders to the same address opened within sixty (60) days of the close date of any prior visit (irrespective of whether the prior visit was for an installation, movers, upgrade or service call) shall not exceed six percent (6%) of the applicable monthly closed Work Order volume.
2. **Cancel Rate, New Installs:** Contractor shall maintain a cancel rate on New Installation work orders of less than 22% of all New Installation work orders completed.
3. **Escalation Rate:** Opened escalations as a percentage of all monthly scheduled work orders shall be less than 3% in Q2, 2007 (lowered to 2.5% in Q3 and 2.0% in Q4).
4. **Customer Satisfaction:** Contractor shall achieve a monthly blended customer satisfaction score as measured across Contractor's entire territory, based on customer interviews conducted by a third party, of no less than ninety percent (90%).
5. **Work Reassignment:** No Work Orders (within the applicable DMA) have been Reassigned during the measuring period by DIRECTV due to Contractor's inability to manage the provided volume of work within the performance standards as set forth herein; provided, however, that uncontrollable weather/force majeure events or out of the ordinary DIRECTV initiatives within the DMA shall be reasonably excluded by DIRECTV. For the purposes of this Attachment A, "Reassigned" shall mean that the Work Order has been routed to a Secondary Provider in the DMA/management area where Contractor is the current primary provider. Should that particular DMA/management area ever be bifurcated, Contractor will no longer be held accountable for Work Orders in that area which no longer identifies Contractor as the primary provider.

THEN, Contractor's monthly Productivity Incentive payment will be calculated as follows:

For a Productivity calculation (as provided in your daily productivity reporting) of greater than or equal to 81% for the applicable month, two dollars and fifty cents (\$2.50) multiplied solely by the number of such applicable installation, mover, former customer, service and upgrade Work Orders successfully completed by Contractor (that is, Work Order has been qualified for payment by DIRECTV) during that month in the applicable DMA. No Work Orders in dispute at the time of such monthly calculation shall be included in the applicable monthly Incentive Payment, if any.

or

For a Productivity calculation of greater than or equal to 83% for the applicable month, five dollars (\$5.00) multiplied solely by the number of such applicable installation, mover, former customer, service and upgrade Work Orders successfully completed by Contractor (that is, Work Order has been qualified for payment by DIRECTV) during that month in the applicable DMA. No Work Orders in dispute at the time of such monthly calculation shall be included in the applicable monthly Incentive Payment, if any.

**II. CUSTOMER SATISFACTION INCENTIVE - PROVIDED THAT** Contractor is not in breach of any material obligation under the Agreement and meets or exceeds each of the following Minimum Performance Standards, other than where excepted as specifically identified by DIRECTV in writing, on a per DMA basis:

1. **Service Calls within sixty (60) days of prior visit:** Closed Service Call Work Orders to the same address opened within sixty (60) days of the close date of any prior visit (irrespective of whether the prior visit was for an installation, movers, upgrade or service call) shall not exceed six percent (6%) of the applicable monthly closed Work Order volume.
2. **Cancel Rate, New Installs:** Contractor shall maintain a cancel rate on New Installation work orders of less than 22% of all New Installation work orders completed.
3. **Escalation Rate:** Opened escalations as a percentage of all monthly scheduled work orders shall be less than 3% in Q2, 2007 (lowered to 2.5% in Q3 and 2.0% in Q4).
4. **Customer Satisfaction:** Contractor shall achieve a monthly blended customer satisfaction score as measured across Contractor's entire territory, based on customer interviews conducted by a third party, of no less than ninety percent (90%).
5. **Work Reassignment:** No Work Orders (within the applicable DMA) have been Reassigned during the measuring period by DIRECTV due to Contractor's inability to manage the provided volume of work within the performance standards as set forth herein; provided, however, that uncontrollable weather/force majeure events or out of the ordinary DIRECTV initiatives within the DMA shall be reasonably excluded by DIRECTV.

THEN, Contractor shall be entitled to a monthly Incentive Payment calculated as follows:

For a Customer Satisfaction "Very Satisfied" rating greater than or equal to 58% in Q2, 2007 (increased to 60% in Q3 and 61% in Q4), two dollars and fifty cents (\$2.50) multiplied solely by the aggregate number of Installation, Mover, Former Customer, Upgrade, and Service work orders successfully completed by Contractor during that quarter throughout Contractor's territory. No work orders in dispute at the time of such quarterly calculation shall be included in this applicable quarterly Incentive Payment, if any.

Or

For a Customer Satisfaction "Very Satisfied" rating greater than or equal to 60% in Q2, 2007 (increased to 62% in Q3 and 63% in Q4), five dollars (\$5.00) multiplied solely by the aggregate number of Installation, Mover, Former Customer, Upgrade, and Service work orders successfully completed by Contractor during that quarter throughout Contractor's territory. No work orders in dispute at the time of such quarterly calculation shall be included in this applicable quarterly Incentive Payment, if any.

DIRECTV may, in its sole discretion, elect to extend the Program beyond the Program Period, or may offer a different incentive program; provided, however, that DIRECTV is under no obligation to offer any additional incentive-based compensation beyond the Program Period.

\* The Customer Satisfaction score shall be determined by an overall, basic rating by the DIRECTV customer as to the outcome of the services (specifically, Installation, Mover, Former Customer, Upgrade, and Service Calls) provided by Contractor (specifically, a



be subject to the terms of this Agreement and the requirements of each applicable Statement of Work attachment.

b. Limitation. Nothing herein shall be construed to grant Contractor any right or authority to sell, solicit or take orders for DIRECTV's DBS service, or otherwise act as a sales agent or an agent of DIRECTV, or sell or rent a DIRECTV System either on its own behalf or on behalf of DIRECTV.

c. Commencement of Work Notwithstanding any other provision herein, Contractor may perform Services only upon: (i) receipt of a written or electronic Work Order from DIRECTV or its authorized agent; (ii) receipt of the DIRECTV System specifically identified by DIRECTV for the DIRECTV customer, or notification that the DIRECTV customer has received the DIRECTV System; (iii) coordination by Contractor directly with the DIRECTV customer for the earliest convenient time to perform the applicable Services in connection with the DIRECTV System and agreed upon hardware and antenna placement (subsequent to the scheduling of the appointment window by DIRECTV); and (iv) confirmation by Contractor to DIRECTV of receipt of the Work Order and scheduled time for provision of applicable Services. Under no circumstances, however, shall Contractor delay the provision of any Services hereunder, or the scheduling of such Services appointment, for the convenience of Contractor and/or its employees or agents. Initial appointment coordination by Contractor with the DIRECTV customer shall also be used by Contractor to identify any potential line of sight, landlord/tenant or other issues such that the technician shall be provided with all necessary equipment or DIRECTV forms in order to be able to properly complete the Work Order. Furthermore and in accordance with the Statement of Work and the Policies and Procedures, as defined in Section 2.f., Contractor shall, on the morning of the scheduled appointment, contact each applicable DIRECTV customer with a reminder telephone call regarding the time of the scheduled appointment.

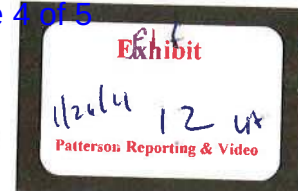
d. Work Orders. Contractor shall perform and provide the Services hereunder in accordance with this Agreement, the applicable Work Order issued by DIRECTV or its authorized agent and the applicable Statement of Work(s) as set forth in Exhibit 1.a.iii.

e. Reservation of Rights. Contractor expressly acknowledges and agrees that all rights in and to the satellite transmission of DIRECTV's DBS services, the DIRECTV System and the renting, sale, installation and maintenance of the DIRECTV System are reserved to DIRECTV and nothing in this Agreement shall be deemed to restrict in any manner the right or ability of DIRECTV to distribute its DBS services or the DIRECTV System itself or through other parties, or provide any Services to DIRECTV customers itself or through any other party.

f. Allocations. Execution of this Agreement does not constitute or guarantee that any Work Order(s) will be issued by DIRECTV or its authorized agent. DIRECTV may allocate any Work Orders described hereunder among its agents, retailers and others in any manner it may choose. Notwithstanding anything in this Agreement or the attached exhibits to the contrary, Contractor acknowledges that this Agreement is non-exclusive and that Contractor is not guaranteed any minimum number of installations or maintenance or other Service Calls on a per-DMA basis or otherwise.

g. No Separate Business. This Agreement does not authorize Contractor to operate any business or provide Services to others for its own account and is merely a contract for Services to be provided to, and on behalf of, DIRECTV as ordered by DIRECTV. In no event shall any non-DIRECTV authorized documents, advertisements, offers or promotions be provided by Contractor to DIRECTV customers during the performance of the Services hereunder without prior written approval by DIRECTV. Contractor is not required to pay any fees to DIRECTV to perform hereunder, although fees payable by DIRECTV to Contractor pursuant to its performance hereunder may be subject to offsets or recoupments as is more specifically set forth in section 4 of this Agreement. Contractor acknowledges and agrees that DIRECTV customers are customers of DIRECTV, not Contractor.



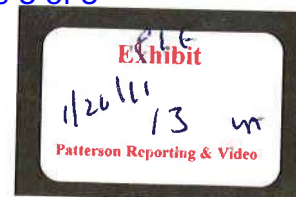


## 2. Contractor Administrative Responsibilities.

### a. Connectivity.

(i) Scheduling/Management System. Contractor agrees that it will, at Contractor's expense, acquire, install and maintain on-line access to DIRECTV's technician scheduling and management systems as shall be identified by DIRECTV, necessary to establish and maintain such on-line access for purposes of inputting and receiving Work Orders and other information from DIRECTV, as soon as possible but in no event later than fourteen (14) days after DIRECTV makes such connectivity available to Contractor.

To the extent that Contractor elects to receive the DIRECTV Work Order data and convert such data into Contractor's own order management system, Contractor agrees that all information provided by DIRECTV with respect to any Work Order shall remain and be visible at the technician Work Order level. DIRECTV shall make available to Contractor a certain number of (i) seat licenses, including any annual maintenance fee (each an individual "Seat License"), and (ii) licenses for the use of any approved handheld, web-based device, (together, the "Scheduling Software") for the dispatching, and receipt of, Work Orders to Contractor personnel in the field in order to perform the Services as set forth within this Agreement; provided, however, that certain Seat Licenses may be deployed without the deployment and application of any handheld devices, at the sole discretion of DIRECTV. Upon the launch of Siebel or any other successor Scheduling Software to the current CSG platform, Contractor shall within a reasonable rollout schedule, as shall be communicated by DIRECTV, outfit all employee technicians with a laptop computer or other approved web-based, handheld device capable of receiving, modifying and closing Work Orders in the field by such employee technician. All costs related to the purchase of any such laptop or handheld device shall be the responsibility of Contractor. This initial allocation of Scheduling Software by DIRECTV to Contractor shall be based on Contractor's current pro-rata share of the overall DIRECTV customer base, as is measured by DIRECTV within the rough geographical boundaries of Contractor's appointed DMA(s); provided, however, that DIRECTV, in its sole discretion, shall provide no less than that amount of Scheduling Software as is reasonably required to manage the dispatching of Contractor personnel for the performance of the Services hereunder as of the effective date of this Agreement. Should Contractor, at any point during the Term, request additional Scheduling Software in order to efficiently perform the Services hereunder Contractor shall purchase (or reimburse DIRECTV), at its sole cost and expense, such additional (or replacement) Scheduling Software through DIRECTV. This provision for additional Software shall govern any such Contractor request should DIRECTV select any successor system at any point during the Term. Contractor agrees that it will comply with the requirements and instructions provided by CSG, Siebel or successor vendor and/or DIRECTV in accordance with the use and implementation of such licenses, software, hardware and equipment provided in connection with Contractor's use of the DIRECTV-selected System (or successor system). Contractor shall also be responsible for all "air-time" charges (including both voice and data) incurred through the use of the laptop or handheld devices, if any. DIRECTV shall retain title to all hardware or equipment provided by it to Contractor, if any (other than that hardware, if any, Contractor elects to purchase); and Contractor shall promptly return such hardware or equipment to DIRECTV upon DIRECTV's written request. The scheduled rollout of the provision of Scheduling Software to Contractor shall be determined by DIRECTV. Contractor agrees that it will promptly report the resolution of each Work Order placed by DIRECTV through the system in accordance with this Agreement and those guidelines and procedures established by DIRECTV from time to time. Commencing May 1, 2007, no less than eighty-five per cent (85%) of all of Contractor's eligible monthly Work Order disposition totals shall be handled electronically (i.e., Work Order disposition shall occur via (x) a wireless connection in the field, (y) the IVR or (z) a phone call to a Contractor dispatcher who can then enter the Work Order information electronically). Contractor acknowledges and agrees that failing to promptly and properly report the resolution of each Work Order placed by DIRECTV pursuant to the established business rules and/or policies and procedures shall delay or prevent DIRECTV's ability to credit Contractor with the completion of such Services and Contractor shall not earn Fees for any particular Work Order until properly closed. Contractor shall require that each technician, including any Approved Subcontractor, has the ability to communicate, via cell phone, with both Contractor's applicable dispatch office as well as DIRECTV call center representatives while performing the Services hereunder.



DIRECTV and DIRECTV customers, including administrative personnel to coordinate with DIRECTV personnel regarding completion of the scheduling of the Services hereunder. Specifically, Contractor shall provide a 1-800 (toll-free) (or local, as applicable) number that the DIRECTV Customer Service Department may provide to DIRECTV customers who have a specific question or problem related to such Customer's installation or installation appointment attached to a Work Order provided by DIRECTV to Contractor. Contractor shall be obligated to reasonably staff to answer such incoming calls as set forth above. Attached as Exhibit 2.e, is a list of persons whom DIRECTV may call outside of the required business hours to coordinate the provision of Services. Contractor will promptly provide an updated list to DIRECTV whenever the list of persons changes for any reason. The designated contact person(s) shall be available on a 24-hour-per-day 7-day-per-week basis.

f. Policies and Procedures. In addition to the terms and conditions set forth herein and in each Work Order, Contractor agrees that it will comply with all DIRECTV service guidelines and policies and procedures as reasonably determined by DIRECTV (the "Policies and Procedures" or "P&P") furnished to Contractor, which Policies and Procedures may be amended by DIRECTV from time to time in its reasonable discretion. Such Policies and Procedures are hereby incorporated into this Agreement by this reference. Contractor will ensure that the Policies and Procedures are quickly disseminated to all Contractor personnel, including Approved Subcontractors, performing the Services.

g. Representations and Warranties. Contractor shall not make any warranties or representations regarding DIRECTV's programming services or DIRECTV System that are inconsistent with or more extensive than the warranties and representations provided by DIRECTV, and/or the DIRECTV System manufacturers. In no event shall Contractor offer any DIRECTV customer a Contractor-provided service or maintenance plan with respect to the DIRECTV system unless DIRECTV has previously approved, in writing, such an offer by Contractor.

3. Contractor Installation and Service Responsibilities. See Exhibit 3.

4. Fees Payable by DIRECTV.

a. Services. In full consideration for Contractor's provision of the Services hereunder, DIRECTV agrees to pay Contractor for such Services as described below.

(i) Fulfillment Services. For certain Fulfillment Services provided by Contractor, Contractor shall be entitled to receive payment as set forth in Exhibit 4.a.(i) ("Rate Matrix") for proper and successful completion of the applicable Work Order.

(ii) Service Calls. For the maintenance/Service Calls provided by Contractor to DIRECTV, Contractor shall be entitled to receive payment as set forth in Exhibit 4.a.(ii) ("Service Call Payments").

b. Credits; Refunds. Notwithstanding anything to the contrary contained herein, Contractor shall not be entitled to any payment for Fulfillment Services not completed for any reason, including a cancellation by the DIRECTV customer at the door. In addition, DIRECTV shall have the right to offset from the amounts owed to Contractor hereunder or any other agreement between the Parties, or recoup from, or charge back directly to, Contractor, at its option, any amount owed by Contractor to DIRECTV hereunder, including, but not limited to, any amounts received by Contractor to which it is not entitled hereunder, any payments made to Contractor in error and any cost that DIRECTV incurs or amount that DIRECTV credits, refunds or pays to a DIRECTV customer or any other third party arising out of the Services provided by Contractor hereunder. If the amount owed by DIRECTV to Contractor for a given month is not sufficient to cover the amount owed to DIRECTV by Contractor for such month, Contractor shall pay the difference to DIRECTV within thirty (30) days following its receipt of an invoice from DIRECTV.